

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLOBE

THIS AGREEMENT is entered into 30th October, 2002,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")  
and THE CITY OF GLOBE, acting by and through its MAYOR and the CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City desires to participate in the maintenance of US-60 Globe at Broad St. Railroad Overpass Landscape Enhancements, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

---

NO 25594

Filed with the Secretary of State

Date Filed: 10/30/02

Betsy Bayless  
Secretary of State

By: Timothy D. Gruenewald

**II. SCOPE OF WORK**

## 1. The City will:

Provide electrical energy and water service for the contractor's convenience to install the landscape enhancements. Upon completion of the project, provide electrical energy and water service for the maintenance and operation of the landscape enhancements, all at City expense. Grant the State perpetual right of entry access outside the State right-of-way as required to perform maintenance of the landscape enhancements and ancillary equipment.

## 2. The State will:

Be responsible for the cost of the Project, and for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

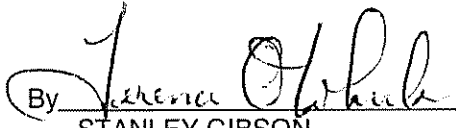
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Globe  
City Manager  
150 N. Pine Street  
Globe, AZ 85501

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

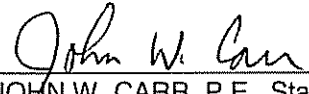
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

**CITY OF GLOBE**

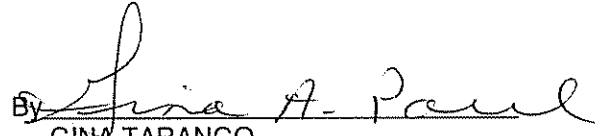
By   
STANLEY GIBSON  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
JOHN W. CARR, P.E., Staff Engineer  
Acting Contract Administrator

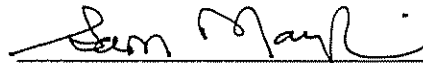
**ATTEST**

By   
GINA TARANGO  
City Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Globe, for the purpose of defining their responsibilities for the provision of electrical energy and water service for the maintenance and operation of the landscape enhancements on US 60 in Globe at Broad Street Railroad Overpass within ADOT right-of-way, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Staff Engineer for approval and execution.



SAM MAROUFKHANI, P.E., Deputy State Engineer  
Development / Intermodal Transportation Division  
for VICTOR M. MENDEZ, Director

## RESOLUTION NO. 1371

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLOBE, GILA COUNTY, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLOBE AND STATE OF ARIZONA, ACTING BY AND THROUGH ARIZONA DEPARTMENT OF TRANSPORTATION, TO DEFINE THE TWO PARTIES' OBLIGATIONS TO CONSTRUCT AND MAINTAIN LANDSCAPE IMPROVEMENTS AT THE INTERSECTION OF U.S. HIGHWAY 60 AND NORTH BROAD STREET IN GLOBE**

**WHEREAS**, the State is empowered by A.R.S. section 28-401 to enter into the agreement with the City for the purpose of financing and constructing this project; and

**WHEREAS**, the Mayor and Council of the City of Globe are empowered by A.R.S. section 48-572 to enter into this intergovernmental agreement for the purpose of this project; and


**WHEREAS**, the Gateway Enhancement Project and improvements incorporated within the scope of work of the project will be very beneficial to the City and our community and will add to the attractiveness of the City to the residents, businesses, and visitors to the City's Historic Downtown and other areas; and

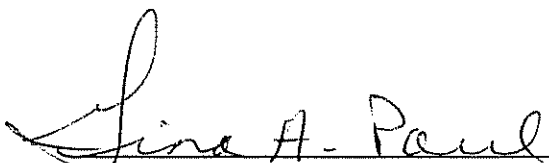
**WHEREAS**, the City is in full agreement with the terms and conditions proposed in the attached intergovernmental agreement and finds them to be consistent with the City's application to the State for the said enhancement project, including the City's obligation to assume all maintenance related responsibilities for the improvements constructed or installed as part of this project; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council approves the attached proposed Intergovernmental Agreement, as written, ( Exhibit – A ), signifying the State's and the City's participation in the funding for design and construction of the project and the City's responsibility for maintenance of all improvements upon completion of the construction / installation phase of the project and City Council hereby authorizes the Mayor to execute the attached Intergovernmental Agreement, as required by the State.

**PASSED, ADOPTED AND APPROVED** by the Mayor and Council of the City of Globe this 23rd day of September, 2002

Attest.

  
Stanley M. Gibson, Mayor

  
Gina A. Paul, City Clerk

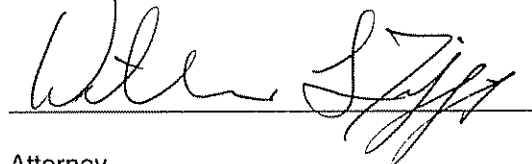
  
William L. Tifft, City Attorney

JPA 02-004

APPROVAL OF THE CITY OF GLOBE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLOBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 23<sup>rd</sup> day of Sept., 2002.

  
\_\_\_\_\_  
Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646  
MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

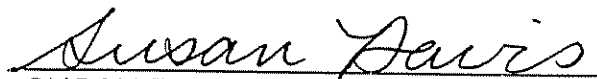
## **INTERGOVERNMENTAL AGREEMENT** **DETERMINATION**

A.G. Contract No. KR02-1619TRN (JPA 02-004), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 21, 2002.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.